TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
It'Sugar LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent	
Street Address:	666 Fifth Avenue, 18th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10103	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4476145	BEAR KEG

CORRESPONDENCE DATA

Fax Number: 3128637865

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 312-201-3865

sharon.patterson@goldbergkohn.com Email:

Sharon Patterson, Paralegal **Correspondent Name:**

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Ste 3300 Address Line 2:

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.042
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/22/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 18, 2014, by and between IT'SUGAR LLC, a Delaware limited liability company ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 25, 2012, by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (together with all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of April 25, 2012, by and among Grantor, the other grantors party thereto, and Administrative Agent (together with all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Administrative Agent, for the benefit of the Secured Parties, a continuing first-priority security interest in, and lien on, all of Grantor's presently existing or hereafter acquired right, title, and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on <u>Schedule A</u> hereto, all related goodwill, and all proceeds and products thereof.

TRADEMARK REEL: 005265 FRAME: 0814 Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as Grantor begins to use such trademark.

- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature page follows]

-2-

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IT'SUGAR LLC, a Delaware limited liability company

By: Affrair	
Name: Seffrey RUBIN	
Title: PResident + CEO	

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Administrative Agent

By:	2
Name:	
Title:	

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IT'SUGAR LLC, a Delaware limited liability company

Ву:		
Name:		
Title:		
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ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Administrative Agent

Name: Gregory W. Cashman

Title: Senior Managing Director

Signature Page to Trademark Security Agreement

Schedule A

Registered Trademarks

TRADEMARK	FILING DATE	FEDERAL REGISTRATION OR APPLICATION NUMBER	REGISTRATION DATE
BEAR KEG	2/14/2013	Registration No. 4,476,145	1/28/2014

Schedule A to Trademark Security Agreement

TRADEMARK
RECORDED: 04/22/2014 REEL: 005265 FRAME: 0818